

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

286 Rider Ave Acquisition LLC

Debtor.

Chapter 11

Case No. 21-11298 (LGB)

**ORDER REQUIRING PAYMENT OF
STRUCTURAL ENGINEER AND REPLACEMENT LOCK COSTS**

WHEREAS, on March 16, 2022, this Court held a hearing during which the Court addressed certain violations of the automatic stay by 286 Rider Ave Development, LLC and its principals, Toby Moskovits and Michael Lichtenstein (collectively the “Principals”) with respect to the real property owned by the Debtor (the “Property” or the “Premises”), as further described in the *Order with Regards to Breach of the Automatic Stay* [ECF No. 335] (the “Premises Stay Order”)¹;

WHEREAS, following the March 16, 2022 hearing, on March 17, 2022, this Court entered the Premises Stay Order, which, among other things, provided in Paragraph 3 that the Court will enter an order requiring that Development and the Principals immediately pay to Manager a specified amount for (i) the cost of replacement locks, surveillance cameras, and the installation and maintenance of such systems on the Premises; and (ii) the cost of a Structural Engineer selected by Manager who will inspect the Premises and deliver a report regarding whether the Property is currently structurally sound and the extent to which repairs are required to make the Property structurally sound, including repairs to the damaged roof and floor; and

¹ Capitalized terms used but not described herein shall have the meanings ascribed to them in the Premises Stay Order.

WHEREAS, on March 20, 2022, the Debtor filed a letter [ECF No. 347] (the “Letter”) attaching as **Exhibit G** thereto a Limited Structural Evaluation proposal by RAND Engineering & Architecture, DPC, the Structural Engineer selected by Manager, projecting that the billing range for the evaluation to be \$5,000 to \$10,000; and

WHEREAS, the Debtor attached as Exhibits A and F to the Letter three invoices for the aggregate cost of \$985.32 incurred by Manager to replace the locks on the Property; and

WHEREAS, on March 23, 2022, this Court held a status conference on, among other things, the Letter and the Debtor’s request for payment of the costs of the Structural Engineer and the replacement locks pursuant to the Premises Stay Order;

IT IS HEREBY ORDERED AS FOLLOWS:

1. Development and the Principals shall promptly pay to the Debtor an amount equal to \$10,985.32 on account of the costs of the Structural Engineer and the replacement locks incurred by the Debtor and Manager.

2. To the extent that the final costs of the Structural Engineer upon completion of the Limited Structural Evaluation and delivery of the written report are less than \$10,000, any such unspent funds shall be returned by the Debtor to Development in accordance with a further order of this Court.

3. Nothing contained herein limits or otherwise impairs the authority of the Court to enter further orders requiring Development and the Principals to pay any additional amounts with respect to costs incurred by the Debtor or Manager that are subject to Paragraph 3 of Premises Stay Order.

4. This Court expressly reserves the right to order additional sanctions regarding the breach of the automatic stay and contempt of this Court's prior orders by Development, the Principals, Enviroscope, and possibly other persons or entities acting at the instruction of Development and its Principals once the report of the Structural Engineer is filed with this Court.

5. Nothing contained herein limits or otherwise impairs the authority of the Court to impose sanctions with respect to any violation of the Premises Stay Order, this Order or any other conduct, and to enter such other orders as it may deem necessary and appropriate.

6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: March 23, 2022
New York, New York

/s/ Lisa G. Beckerman
Hon. Lisa G. Beckerman
United States Bankruptcy Judge